

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
DETROIT DIVISION

IN RE:

EXIGENT LANDSCAPING, LLC,  
  
Debtor.  
\_\_\_\_\_

Case No. 23-46912-tjt  
Chapter 7  
Hon. Thomas J. Tucker

**SECURED CREDITOR AMERICREDIT FINANCIAL SERVICES, INC., D/B/A  
GM FINANCIAL'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Secured Creditor AmeriCredit Financial Services, Inc., d/b/a GM Financial, pursuant to Section 362(d)(1) and (2) of the United States Bankruptcy Code, moves this honorable Court for entry of an order granting it relief from the automatic stay and, in support thereof, says as follows:

1. Debtor initially filed this bankruptcy case as a Chapter 11 case on August 7, 2023, but it was subsequently converted to a Chapter 7 case on February 12, 2024. At the time of filing, Debtor was indebted to Secured Creditor on a 2021 Chevrolet Silverado motor vehicle loan. The current balance on the loan is \$56,718.09 and the current arrearage on the loan is \$10,542.48; photocopies of the Retail Installment Contract and RD-108 evidencing the lien are marked as composite Exhibit A and attached hereto.

2. Under the terms of the contract, monthly payments are to be made to Secured Creditor. Prior to the filing of the bankruptcy, Debtor defaulted under the terms of the contract by failing to make the payments due and Debtor is currently in default under the terms of the contract with Secured Creditor.

3. The J.D. Power retail value of the 2021 Chevrolet Silverado is \$48,350.00; a photocopy of the J.D. Power valuation is marked as part of composite Exhibit A and attached hereto.

4. Secured Creditor is entitled to an order granting it relief from the automatic stay with regard to the aforementioned vehicle because there is no equity in the vehicle, Debtor has not provided adequate protection, nor offered to provide adequate protection, to Secured Creditor, the vehicle is not necessary to Debtor's reorganization, Debtor is in default under the terms of the contract with Secured Creditor, the loan is in arrears, and Debtor has not reaffirmed the loan, redeemed the vehicle, nor surrendered the vehicle. Also, upon information and belief, Debtor is not maintaining full insurance coverage on the vehicle.

5. Before filing this Motion, Creditor sought the concurrence of the Debtor and the Trustee, but concurrence has not been granted or Debtor has, and/or the Trustee has, not responded to the request.

WHEREFORE, Secured Creditor AmeriCredit Financial Services, Inc., d/b/a GM Financial, prays that this honorable Court grant its Motion and enter an order granting it relief from the automatic stay to exercise its lien and secured rights against the 2021 Chevrolet Silverado, including repossession and sale of the same, and that the order shall be effective immediately notwithstanding the provisions of Fed.R.Bankr.P. 4001(a)(3), and for such other and further relief as may be appropriate under the circumstances.

Date: February 28, 2024

/s/ S. Thomas Padgett  
S. Thomas Padgett (P31748)  
DeBrincat Padgett  
Attorney for Creditor  
27780 Novi Road, Suite 225  
Novi, MI 48377  
(248) 553-4333  
michiganlawyer@aol.com

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IN RE:

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**ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY**

THIS MATTER having come before the Court on Secured Creditor AmeriCredit Financial Services, Inc., d/b/a GM Financial's Motion for Relief from the Automatic Stay, the Motion having been served on the Debtor, Debtor's counsel, and the Chapter 7 Trustee, and the Court being otherwise fully advised in the premises; IT IS ORDERED:

1. Secured Creditor AmeriCredit Financial Services, Inc., d/b/a GM Financial, is hereby granted relief from the automatic stay to pursue relief that may be available to it pursuant to applicable law and the terms and provisions of the contract for Debtor's purchase of one 2021 Chevrolet Silverado, vehicle identification number 1HTKJPVK2MH659474, including repossession and sale of the vehicle.

2. The entry of this Order shall be effective immediately notwithstanding the provisions of Fed.R.Bankr.P. 4001(a)(3). All other terms and provisions of the automatic stay shall remain in full force and effect.

\_\_\_\_\_  
U.S. Bankruptcy Judge

Order prepared by:

/s/ S. Thomas Padgett  
S. Thomas Padgett (P31748)  
Attorney for Creditor

UNITED STATES BANKRUPTCY COURT  
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IN RE:

EXIGENT LANDSCAPING, LLC,  
  
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Case No. 23-46912-tjt  
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\_\_\_\_\_  
Address: 13246 23 Mile Road  
Shelby Twp., MI 48315

Tax ID/EIN: 82-1285176

**NOTICE OF FILING OF SECURED CREDITOR'S MOTION  
FOR RELIEF FROM THE AUTOMATIC STAY**

Secured Creditor AmeriCredit Financial Services, Inc., d/b/a GM Financial, has filed papers with the court seeking relief from the automatic stay.

**Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one).**

If you do not want the court to grant the Motion, or if you want the court to consider your views on the Motion, within 14 days from the date of this Notice, you or your attorney must:

1. File with the court a written response or an answer, explaining your position at<sup>1</sup>:

United States Bankruptcy Court  
211 W. Fort St.  
Detroit, MI 48226

If you mail your response to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above. All attorneys are required to file pleadings electronically.

You must also mail a copy to:

S. Thomas Padgett, Esquire  
DeBrincat Padgett  
27780 Novi Road, Suite 225  
Novi, MI 48377

Ernest Hassan, Esquire  
Attorney for Debtor  
26100 American Dr., Ste. 500  
Southfield, MI 48034

Mark Shapiro  
Chapter 7 Trustee  
25925 Telegraph Rd., Ste. 203  
Southfield, MI 48033

<sup>1</sup> Response or answer must comply with F.R.Civ.P. 8(b), (c) and (e)

2. If a response or answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time and location of the hearing.

**If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.**

Date: February 28, 2024

/s/ S. Thomas Padgett

S. Thomas Padgett (P31748)

DeBrincat Padgett

Attorney for Creditor

27780 Novi Road, Suite 225

Novi, MI 48377

(248) 553-4333

michiganlawyer@aol.com

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**MEMORANDUM OF LAW IN SUPPORT OF SECURED CREDITOR'S  
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

In support of its Motion, Secured Creditor AmeriCredit Financial Services, Inc., d/b/a GM Financial relies upon the provisions of Section 362(d)(1) and (2) of the United States Bankruptcy Code.

Date: February 28, 2024

/s/ S. Thomas Padgett  
S. Thomas Padgett (P31748)  
DeBrincat Padgett  
Attorney for Creditor  
27780 Novi Road, Suite 225  
Novi, MI 48377  
(248) 553-4333  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on February 28, 2024, true and correct copies of Secured Creditor AmeriCredit Financial Services, Inc., d/b/a GM Financial's Motion for Relief from the Automatic Stay, Memorandum of Law, Notice of Filing of Motion, Statement Regarding Corporate Ownership, proposed Order, and Notice of Filing of RD-108 and J.D. Power Valuation (Part of Exhibit A) to Motion for Relief from the Automatic Stay were served upon the following parties electronically:

Ernest Hassan, Esquire  
Attorney for Debtor  
26100 American Dr., Ste. 500  
Southfield, MI 48034

Mark Shapiro  
Chapter 7 Trustee  
25925 Telegraph Rd., Ste. 203  
Southfield, MI 48033

and upon the following party by depositing said copies in the U.S. Mail, postage prepaid:

Exigent Landscaping, LLC, Debtor  
13246 23 Mile Road  
Shelby Twp., MI 48315

Dated: February 28, 2024

/s/ S. Thomas Padgett  
S. Thomas Padgett (P31748)  
DeBrincat Padgett  
Attorney for Creditor  
27780 Novi Road, Suite 225  
Novi, MI 48377  
(248) 553-4333  
michiganlawyer@aol.com

Dealer Number                      Contract Number                     

EXHIBIT A



**OTHER IMPORTANT AGREEMENTS**

**1. FINANCE CHARGE AND PAYMENTS**

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of the agreement that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. If all your scheduled payments are equal, we will give you at least 25 days after the final scheduled payment is due to pay any extra amount you owe because you paid late. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty if you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- Your right to refinance a balloon payment. A balloon payment is a scheduled payment that is larger than any of the substantially equal prior scheduled payments. If your final scheduled payment is a balloon payment, you have the right to enter into a new written agreement when it is due (refinance). You may refinance the balloon in equal installments over a reasonable period of time. During this period, you will also pay a finance charge on the unpaid balance computed using the Annual Percentage Rate on the front.

**2. YOUR OTHER PROMISES TO US:**

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
  - Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
  - Security Interest. You give us a security interest in:
    - The vehicle and all parts or goods put on it;
    - All money or goods received (proceeds) for the vehicle;
    - All insurance, maintenance, service, or other contracts we finance for you; and
    - All proceeds, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
- This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or, if such coverage cannot be obtained, buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. If you fail to pay us, and if permitted by law, we may add the charge to the balance owing under this contract. We may increase the amount of your scheduled payment in order to amortize the charge by the time your final payment is due. As an alternative and, if you specifically agree, you may have a larger or balloon final payment, or the date of the final payment may be extended. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
  - What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
- If you pay late, we may also take the steps described below.
- You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows.
- We may take the vehicle from you. If you do so peacefully and the law allows it, if your car has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle or earlier, if we notify you of an earlier date.
- We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**4. WARRANTIES SELLER DISCLAIMS**

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

**5. Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.  
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo es parte del presente contrato. La información del formulario de la ventanilla daña en efecto toda disposición en contrario contenida en el contrato de venta.

**6. SERVICING AND COLLECTION CONTACTS**

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/automatic voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

**7. APPLICABLE LAW**

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

This preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**ARBITRATION PROVISION  
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
  - IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
  - DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**
- Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship you wish not to enter into this contract) shall, at your or our election, be resolved by neutral binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, (633 Broadway, 10th Floor, New York, New York 10019 ([www.adr.org](http://www.adr.org))), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.
- Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply prevailing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator. If the arbitrator finds that any of your claims is frivolous or vexatious, each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.
- You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate until we receive the remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

Form No. 853-68-AR-318

# Receipt for RD-108 Dealer Transaction

## APPLICATION FOR MICHIGAN TITLE AND REGISTRATION

Dealer

GENESIS CADILLAC INC

Address

19900 E NINE MILE ROAD

City

SAINT CLAIR MI 480800000  
SHORES

Dealer License No. A003731	
Odometer 394 A	
A = Actual mileage B = Not actual mileage C = Exceeds mechanical limits of odometer	



CARS0045289324

Transaction Type: ORIG TITLE/ORIG PLATE
--

Validation 08232021 11:14 162 45289324 5,129.90 MI0010663286 394 A "S.I. RECORDED"			
Plate No. BC84152	Expires on 02/28/2022	Months 12	County MACOMB
Year 2021	Make CHEVROLET	Body Style PICKUP	
Vehicle No 1HTKJFPVK2MH659474		MSRP 24000	Brand
Driver's License/State ID # of All Owners/Lessees			License Fee 590.00 Title 16.00
Complete Name(s) and Address(es) of All Owners or Lessors EXIGENT LANDSCAPING LLC 55724 RESERVE ST UTICA MI 48316			Title Late Fee 0.00 Tax 4,523.90 Transfer Fee 0.00
Complete Name(s) and Address(es) of Lessees			Total 5,129.90 Full Rights to Survivor

First Secured Interest GM FINANCIAL PO BOX 1510 COCKEYSVILLE MD 21030	Filing Date 08/23/2021
Second Secured Interest NONE	Filing Date
Purchase Price of Vehicle: 75,398.29	

GM Financial - BK Dept

4000 Embarcadero  
Arlington, TX 76014  
8175256233  
Phillip.ford@gmfinancial.com

**Vehicle Information**

Vehicle: 2021 Chevrolet Comm Med Duty Silverado Ch&Cab  
Silverado 4500HD Chassis & Cab  
Period: February 27, 2024  
VIN: 1HTKJPVK2MH659474  
Mileage: 76,500  
Base MSRP: \$49,300  
GVW: 15,000  
GCW: 26,000

**J.D. POWER Commercial Trucks Values**

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Wholesale	\$39,400	N/A	N/A	<b>\$39,400</b>
Loan	\$35,475	N/A	N/A	<b>\$35,475</b>
Retail	\$48,350	N/A	N/A	<b>\$48,350</b>